

Request for Extension of Clearance Order

Virginia Employment Commission

| | | |
|--|---|-----------------------------------|
| 1. To: Puerto Rico North Carolina Florida | 2. Job Order Number: 797650 | |
| 4. From: Agriculture & Foreign Labor Program Manager Virginia Employment Commission 2211 Hydraulic Rd Charlottesville, VA 22901 | 3. Employer Name: Red Sun Farms 5. OES Job Code, Title and Number of Positions Available 45-2092.04 8 positions Farmworker, Nursery | |
| 6. Please note the following concerning the above job order: The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance | | |
| 7. By: (ES Agency Representative) Kendal Shaver | Title: Agriculture & Foreign Labor Program Manager | Telephone Number: 434-984-7640 |
| 8. Receiving State Office: ("X" one) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> Rejected (If rejected, provide reasons) | | |
| Comments: | | |
| 9. By: ES Agency Representative | Telephone Number: | Date Signed: |



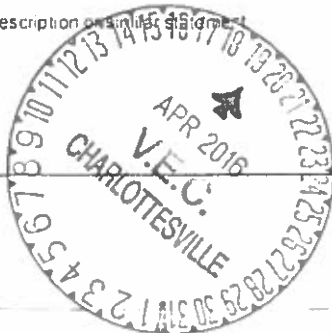
U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: March 31, 2019

Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

| | |
|--|---|
| <p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code - Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal))</p> <p>Red Sun Farms, LLC 5400 International Blvd Dublin VA 24034</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador</p> <p>45-2678640</p> <p>b) Telephone Number / Número de Teléfono</p> <p>540-355-3121</p> <p>c) Fax Number / Número de Fax</p> <p>208-446-2381</p> <p>d) E-mail Address / Dirección de Correo Electrónico:</p> <p>JAbbot@redsunfarms.com</p> | <p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p> |
| <p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo</p> <p>5400 International Blvd Dublin VA 24034</p> <p>From Exit 98 off I-81 travel 4 miles to SR 790, residence will be ahead 5 miles on right</p> <p>Please see attachment for continued description or similar statement</p> | <p>4. SOC (ONET/OES) Occupational Code / Código Industrial</p> <p>452092.01</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional</p> <p>Farmworker, Nursery</p> <p>5. Job Order No. / Num. de Orden de Empleo</p> <p>797650</p> <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)</p> <p>192 Bristol East Rd Bristol, VA 24202 (276) 466-2206</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa)</p> <p>Deborah Johnston (276) 466-2206</p> <p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo</p> <p>4/27/16</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo</p> <p>9/23/16</p> |
| <p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda</p> <p>5400 International Blvd Dublin VA 24034</p> <p>From Exit 98 off I-81 travel 4 miles to SR 790 residence will be ahead 5 miles on right</p> <p>Please see attachment for continued description or similar statement</p> <p>a. Description of Housing / Descripción de la vivienda</p> <p>5400 International Blvd Dublin VA 24034</p> <p>There are two sections to the residence. Each section can house 20 people and is fully furnished with a full kitchen. The beds are bunks with one person per bed. There is one bathroom per unit with 4 stalls and 4 showers each. The nursery is directly behind the residence</p> <p>Please see attachment for continued description or similar statement</p> | <p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo</p> <p>From / Desde: 06/15/2016 To / Hasta: 12/29/2016</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados:</p> <p>2</p> |
| <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total</p> <p>Sunday / Domingo _____ Thursday / Jueves _____</p> <p>Monday / Lunes _____ Friday / Viernes _____</p> <p>Tuesday / Martes _____ Saturday / Sábado _____</p> <p>Wednesday / Miércoles _____</p> | <p>12. Anticipated range of hours for different seasonal activities / Rango previsto de horas para las diferentes actividades de la temporada:</p> <p>Possible weekly/daily hours: 35-50/7, 7:00 a.m. to 3:30 p.m. Please see attachment for continued description or similar statement</p> |
| <p>13. Collect Calls Accepted from / Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador: Yes / Sí <input checked="" type="checkbox"/> No <input type="checkbox"/></p> | |



14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa como el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

The employer will furnish cooking facilities, utilities, and utensils for workers to prepare their own meals. Employer will provide transportation to grocery store at least once a week for workers who wish to shop for food.

15. Referral Instructions and Hiring Information / Instrucciones sobre como Referral Candidates Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores) See instructions for more details / Vea las instrucciones para más detalles

Job Services offices or other organizations making referrals should insure that all applicants are thoroughly familiarized with the job specifications and terms and conditions of employment before a referral is made. Applicants should be directed to the Careerlink (SWA) office at the address and telephone number listed in job order. Only workers meeting all the qualifications for employment who are able (with or without reasonable accommodations), willing and qualified to perform the work who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to Red Sun Farms, 5400 International Blvd., Dublin, VA 24084. Applications will be accepted from 9 a.m. - 11:30 a.m. & 1:30 p.m. - 3:30 p.m. Monday to Friday, or applicant's application, resume, contact information may be e-mailed to employer: jacobott@redsunfarms.com

Please see attachment for continued description or similar statement.

Documentation of identity and employment authorization sufficient to complete an I-9 Form as required by the Immigration Reform and Control Act must be in the possession of the worker at the time the worker reports for work and will be examined, to the extent permitted by law, by the employer as a condition for completing the hiring process. Referring local offices should fully apprise workers of this requirement and how to fulfill it, and help to assure that workers referred on this order are legally entitled for work in the United States and possess the necessary documents to complete an I-9 Form.

16. Job description and requirements / Descripción y requisitos del trabajo

TEMPORARY GREENHOUSE NURSERY POSITION--Applicants must be able, willing & qualified to perform work described in this JO/Ad & must be available for the entire period specified. Possible daily/weekly hours: 7A-3:30P, 35-60 hours. Possible Duties: Able to support operations of high-tech hydroponic / organic greenhouses. To perform duties, must have knowledge of dripped irrigation systems, fertilizer mixing systems and high-wire plant support systems. Must work beside US entry-level workers to perform and teach hands-on plant care & cultivation and harvesting techniques, must perform & teach recognition & control of pests & diseases, must use & teach generally-accepted practices related to quality assurance and customer packaging specifications unique to greenhouse tomato and cucumber growing.

Please see attachment for continued description.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes: ☒ No: ☐ If yes, number of months preferred: / Si es así, número de meses de experiencia: 3

2. Check all requirements that apply:

- | | |
|---|---|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Deteción de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input checked="" type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input checked="" type="checkbox"/> Frequent Stopping / Inclinandose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>50-60</u> lbs/libras | <input type="checkbox"/> OT-Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

| 17. Wage Rates, Special Pay, Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones / Rebajas | | | | | | | |
|--|------------------|------------------------------|----------------------------------|--|-------------------------------------|--------------------------|-------------------------------------|
| Crop Activities | Hourly Wage | Piece Rate / Unit(s) | Special Pay (bonus, etc.) | Deductions* | Yes Si | No | Pay Period / Periodo de Pago |
| Cultivos | Salario por Hora | Pago por Pieza / Unidades | Pagos Especiales (Bono, etc.) | Deducciones | | | |
| Nursery stock | \$ 11.00 | \$ | | Social Security / Seguro Social | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Weekly / Semana |
| Fruit | \$ 11.00 | \$ | | Federal Tax / Impuestos Federales | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Vegetables | \$ 11.00 | \$ | | State Tax / Impuestos Estatales | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Bi-weekly / Quincenal |
| | \$ | \$ | | Meals / Comidas | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | \$ | \$ | | Other (specify) / Otro (especifica) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Monthly / Mensual |
| | | | | | | | Other / Otro |
| | | | | | | | <input type="checkbox"/> |

18. More Details About the Pay / Mas Detalles Sobre el Pago

Employer will comply w/ applicable Federal, State, local laws pertaining to OT, DOE. Reasonable repair costs of intentional damage deducted from workers' pay. Employer will furnish the worker on or before each pay day worker's hours & earnings statements meeting regulatory requirements: 20 CFR 655.122(k). Earnings records & statements will be available upon request of the worker or worker representative as defined: 20 CFR 655.122(a)(2). Workers who voluntarily abandon employment or are terminated for cause & where employer provides timely notification to NPC- DHS, will relieve the employer for subsequent transportation & subsistence costs & the 3/4 guarantee as defined: 20 CFR 655.122(n). Employer may terminate work contract where services are no longer required for reasons beyond employer's control due to weather, or other Acts of GOD w/ approval of CO, & the assurance that 3/4 guarantee will be provided between the start & termination dates, make efforts to transfer worker to other comparable work acceptable to the worker, & if transfer is not viable, provide outbound transport & subsistence in accordance 20 CFR 655.122(q). Worker will be provided a copy of the work contract, including modifications, on the day work commences or as soon as practically possible. 1st week wage guarantee: \$385, above AEWR @ \$11.40. Please see attachment for continued description or similar statement.

19. Transportation Arrangements / Arreglos de Transportación

Housing and Nursery are within walking distance at the same location, therefore transport is not needed. However, at no cost to worker transport to grocery will be provided. If applicable, transport, subsistence expenses provided upon 50% worked contract. If prevailing, employer assures advance inbound transport, subsist costs paid to worker. Otherwise, employer assures reimburse inbound transport, subsist costs from place worker come to work, whether in U.S. abroad, to place of employment paid @ completion of 50% of work contract period. Outbound transport, subsist paid by employer where worker completes work contract period or is terminated w/o cause. Amount of transport payment no less than most economical, reasonable common carrier transport charges for distance involved. Amount of daily subsistence payment at least as much as employer would charge worker for providing 3 meals a day; no less than amount permitted under 655.173 (a) presently \$11.86 per day w/ CONUS max. meal component \$46.00 per day w/ receipts according current DOL Federal Register.

Please see attachment for continued description or similar statement.

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (es)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda y/o pagarle a los trabajadores para estas(es) cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si" ¿cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☒ No ☐

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador? Yes/Si ☒ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si ☒ No ☐

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) Enumere todos los acuerdos o convenios hechos por los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

None

25. List any strike, work stoppage, slowdown or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

None

26 Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes ☒ No ☐

27 Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Jay Abbott, Director of Operations-Virginia

Employer's Printed Name & Title / Nombre y Título en Letra de Imprenta del Empleador



Employer's Signature / Firma y Título del Empleador

04/19/2016

Date / Fecha

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO: En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las ordenes de trabajo sometidas por los empleadores. Ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractual a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

29. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo, incluya el número de la sección e incluya archivos adjuntos, si es necesario.

P 3, Box 16 (continued)

Must ensure maximum efficiency in methods, production & procedures, and maintain a safe, clean work environment. Will harvest, sort, grade, pack, load / unload up to approx 50-60 lbs, and check quantity, grades, weight, of product. Involves extensive, repetitious walking, standing, stooping, bending, & manual, motorized tool usage all day. Must have minimum of three (3) months of experience. Possible exposure to weather; hours may fluctuate (+/-); possible downtimes and/or extended hours. Quality Control applies & other related activities per SOC/OES 45-2092 as per onetonline.org. Dependable. Fulfill obligations. Attn to Detail. Complete work tasks. Self-Control. Display a good natured, cooperative attitude, maintain composure; keep emotions in check, control anger, avoid aggressive behavior. Employer guarantees 3/4 workdays of contract. Tools provided at no cost to worker. Employer-provided housing available to any worker who cannot reasonably return to residence daily. Must show proof of legal authorization to work in the U.S. Drug testing post-hire, especially if supervisor observes cause; failed test equals dismissal. Drug, alcohol, smoke-free work zone.

P 3, Box 16 (Complete Description and requirements)

TEMPORARY GREENHOUSE NURSERY POSITION--Applicants must be able, willing & qualified to perform work described in this JO/Ad & must be available for the entire period specified. Possible daily/weekly hours: 7A-3:30P 35-50 hours. Possible Duties: Able to support operations of high-tech hydroponic / organic greenhouses. To perform duties, must have knowledge of dripped irrigation systems, fertilizer mixing systems and high-wire plant support systems. Must work beside US entry-level workers to perform and teach hands-on plant care & cultivation and harvesting techniques, must perform & teach recognition & control of pests / diseases; must use & teach generally-accepted practices related to quality assurance and customer packaging specifications unique to greenhouse tomato and cucumber growing. Must ensure maximum efficiency in methods, production & procedures, and maintain a safe, clean work environment. Will harvest, sort, grade, pack, load / unload up to approx 50-60 lbs, and check quantity, grades, weight of product. Involves extensive, repetitious walking, standing, stooping, bending, & manual, motorized tool usage all day. Must have minimum of three (3) months of experience. Possible exposure to weather; hours may fluctuate (+/-); possible downtimes and/or extended hours. Quality Control applies & other related activities per SOC/OES 45-2092 as per onetonline.org. Dependable. Fulfill obligations. Attn to Detail. Complete work tasks. Self-Control. Display a good natured, cooperative attitude, maintain composure; keep emotions in check, control anger, avoid aggressive behavior. Employer guarantees 3/4 workdays of contract. Tools provided at no cost to worker. Employer-provided housing available to any worker who cannot reasonably return to residence daily. Must show proof of legal authorization to work in the U.S. Drug testing post-hire, especially if supervisor observes cause; failed test equals dismissal. Drug, alcohol, smoke-free work zone.

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 11 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Jay Abbott, Director of Operations-Virginia Date: 04/19/2016

Employer's Signature



Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

Attachment of Assurances to ETA 790

Item 2: LOCATION AND DIRECTION TO WORKSITE(s):

The worksite is located at 5400 International Blvd; Dublin, VA 24084

in the following County/Counties: Pulaski

The directions to the worksite are:

From Exit 98 off I-81 travel 4 miles to state route 790, worksite will be ahead .5 miles on the right..

Item 3: LOCATION(S) AND DESCRIPTION(S) OF ALL HOUSING *(List total number of housing Unit(s) that will be utilized to house total capacity of workers requested on ETA 790, Item 10):*

Housing is located at: 5400 International Blvd, Dublin, VA 24084.

Directions to housing:

From Exit 98 off I-81 travel 4 miles to state route 790, residence will be ahead .5 miles on the right.

Description of housing:

There are two sections to the residence. Each section (2-sections) can house 20 people and is fully furnished with a full kitchen. The beds are bunks with one person per bed. There is one bathroom per unit with 4 stalls and 4 showers in each. The nursery is directly behind the residence.

Housing will be clean and meet applicable Federal Housing Standards. Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing and furnishings.

If both male and female workers are hired, separate toilet, shower facilities and sleeping rooms will be provided by the employer.

The employer requests permission for conditional entry into the Interstate and Intrastate Clearance System and assures that the worker housing will be available for inspection and in compliance with applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

Item 11: ANTICIPATED HOURS OF WORK:

7 Hours per day is normal. The worker may be requested but not required to work 7-9 or 10 hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields, weather or maturity of the crop. Possible Saturdays.

Workers may be reached at the following address and phone number:

5400 International Blvd; Dublin, VA 24084 PH: 540-355-0121

Item 13: BOARD ARRANGEMENTS: (Check appropriate item(s))

☒ The employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntarily basis) transportation to assure workers access to stores where they can purchase groceries and/or other incidentals.

☐ The employer will provide workers three meals per day and will deduct \$___per day from each worker for meals.

Item 14: REFERRAL INSTRUCTIONS: (Include here who an applicant or State Workforce Agency Representative should Contact concerning employment and how that person may be reached)

Employer will accept referrals. Job Services offices or other organizations making referrals should insure that all applicants are thoroughly familiarized with the job specifications and terms and conditions of employment before a referral is made. Applicants should be directed to the Careerlink (SWA) office at the address and telephone number listed in job order. Only workers meeting all the qualifications for employment who are able (with or without reasonable accommodations), willing and qualified to perform the work, who are eligible for employment in the United States, and who will be available at the time and placed needed, should contact or be referred to Red Sun Farms; 5400 International Blvd. Dublin, VA 24084. Applications will be accepted from 9 a.m.-11:30 a.m. & 1:30 p.m. – 3:30 p.m. Monday to Friday; or applicant's application, resume, contact information may be e-mailed to employer: jabbott@redsunfarms.com

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may:

☒ Call for an interview during normal business hours at the number listed on the ETA 790 form.

☐ Report to the farm office or worksite listed on the ETA 790.

☒ OTHER: Employer will accept referrals Job Services offices or other organizations making referrals should insure that all applicants are thoroughly familiarized with the job specifications and terms and conditions of employment before a referral is made. Applicants should be directed to the Careerlink (SWA) office at the address and telephone number listed in job order. Only workers meeting all the qualifications for employment who are able (with or without reasonable accommodations), willing and qualified to perform the work, who are eligible for employment in the United States, and who will be available at the time and placed needed, should contact or be referred to Red Sun Farms; 5400 International Blvd. Dublin, VA 24084. Applications will be accepted from 9 a.m.-11:30 a.m. & 1:30 p.m. – 3:30 p.m. Monday to Friday; or applicant's application, resume, contact information may be e-mailed to employer: jabbott@redsunfarms.com

Item 16: WAGE RATE, SPECIAL PAY INFORMATION AND DEDUCTIONS

HOURLY WAGE RATE:

- (a) Employer is paying above the Adverse Effect Wage Rate (AEWR) of \$11.00 per hour. Pay the wage that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon

collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. The employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

Include all crops and activities not listed on the ETA 790, Item 16

TEMPORARY GREENHOUSE NURSERY POSITION

Applicants must be able, willing & qualified to perform work described in this JO/Ad & must be available for the entire period specified. Possible daily/weekly hours: 7A-3:30P; 35-50/hours. Possible Duties: Able to support the operations of high-tech hydroponic / organic greenhouses. To perform duties, must have knowledge of dripped irrigation systems, fertilizer mixing systems and high-wire plant support systems. Must work beside US entry- level workers to perform and teach hands-on plant care & cultivation and harvesting techniques; must perform & teach recognition & control of pests / diseases; must use & teach generally-accepted practices related to quality assurance and customer packaging specifications unique to greenhouse tomato and cucumber growing. Must ensure maximum efficiency in methods, production & procedures, and maintain a safe, clean work environment. Will harvest, sort, grade, pack, load / unload up to approx 50-60lbs, and check quantity, grades, weight of product. Involves extensive, repetitious walking, standing, stooping, bending, & manual, motorized tool usage all day. Must have minimum of three (3) months of experience. Possible exposure to weather; hours may fluctuate (+/-); possible downtimes and/or extended hours. Quality Control applies & other related activities per SOC/OES 45-2092 as per onetonline.org. Dependable: Fulfill obligations. Attn. to Detail: Complete work tasks. Self-Control: Display a good natured, cooperative attitude; maintain composure; keep emotions in check, control anger, avoid aggressive behavior. Employer guarantees 3/4 workdays of contract. Tools provided at no cost to worker. Employer-provided housing available to any worker who cannot reasonably return to residence daily. Must show proof of legal authorization to work in the U.S. Drug testing post-hire, especially if supervisor observes cause; failed test equals dismissal. Drug, alcohol, smoke-free work zone.

(b) The following deductions will be made:

 X Taxes, if applicable under Federal, State, and local law form U.S. Workers;
 X FICA FUTA Taxes X Federal Income Tax Withholding
 Advances
 Meals
 X Willful destruction of property;
 Other (Specify)

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

(c) The employer will not pay the worker a bonus of \$ N/A

Based on Quality Picking _____

End of Season _____ Other _____

Anticipated date by which payments will be made: _____

(d) The employer guarantees to offer the worker employment for a total number of work hours equal to at least three- fourths (3/4) of the work days of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. NOTE: In Act of God terminations, the 3/4 guarantee period ends on the date of termination.

(e) Payroll periods will be: weekly: Workers will be paid weekly on Friday each payroll period and will be provided with an earnings statement which contains at a minimum, the hours actually worked, total earnings, (piece rates/number of units (if piece rates are used) and all deductions. The statement will comply with 20 CFR 655. 122(j)-

(f) Employer will provide a worker referred through the interstate clearance system 35 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If the employer fails to notify the order holding office, then the employee shall pay an eligible worker referred through the clearance system \$11.00 an hour for the first week starting with the originally anticipated date of need.

Employer will not require worker to perform alternative work if the guarantee cited in this section is invoked. The alternate work and pay will be N/A

The workers will not be engaged in work defined by the U.S. Environmental Protection Agency and/or as requiring pesticide safety training. If "will"- employer must provide proof of Department of Agriculture training authorization/certificate marked N/A

Item 17: Transportation and subsistence

Pursuant to DOL regulations 20 CFR 655.122(h) (1) If the employer has not previously advanced such transportation and subsistence costs to the worker or otherwise provided transportation or subsistence directly to the worker by other means and if the worker completed 50% of the work contract period, the employer must pay the worker for reasonable costs incurred by the worker for transportation and subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment.

If prevailing practice of non H-2A agricultural employers in the occupation in the area to do so, or when the employer extends such benefits to similarly situated H-2A workers, the employer must advance the required transportation and subsistence costs to workers in corresponding employment who are traveling to the employer's worksite. The amount of the transportation payment must be no less than the most economical and reasonable common carrier transportation charges for the distance involved. The amount of the daily subsistence payment must be at least as much as the employer would charge the worker for providing three meals a day but no less than the amount permitted under 655.173 (a) which is presently \$11.86 per day with CONUS maximum meal component \$46.00 per day with receipts according to the current DOL Federal Register.

Note: the FLSA applies independently of the H-2A requirements and imposes obligations on employers regarding payments of wages.

655.122(h) (2) If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer must provide or pay for the worker's transportation and daily subsistence from the place of employment to the place which the worker, disregarding intervening employment, departed to work for the employer.

- If the worker has contracted with a subsequent employer has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer worksite to subsequent employer worksite, the employer must provide or pay for such expenses.
- If the worker has contracted with a subsequent employer has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer worksite to subsequent employer worksite, the subsequent employer must provide or pay for such expenses.
- The employer is not relieved of providing or paying for return transportation or subsistence if an H-2A worker is displaced as result employer compliance under 50% rule, per 655.135(d).

655.122(h) (3) The employer must provide transportation between the housing provided or secured by the employer and the employer's worksite at no cost to the worker.

655.122 (h) (4) All employer -provided transportation must comply with all applicable Federal, State or local laws and regulations and must provide at a minimum the same transportation safety standards, driver licensure and vehicle insurance as required under 29 USC 1841, and 29 CFR 500.105 and 29 CFR 500.120 to 500.128.

OTHER CLARIFICATIONS AND ASSURANCES:

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place of recruitment.

Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

In accordance with Departmental regulations 20 CFR sec. 655.122(o), "if, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H—2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved."

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish without costs, all tools, supplies, or equipment required in the performance of work.

INJURIES: The employer will provide Workers Compensation or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA office before certification is granted.

EMPLOYER OBLIGATION IF EMPLOYMENT IS EXTENDED: No extension of employment beyond the period of employment specified in the job order will relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment providing return transportation or paying return transportation expenses to the worker.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order holding office or State agency by telephone/writing immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker(s) in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

CONTRACT IMPOSSIBILITY: In accordance with Departmental regulations 20 CFR sec. 655.122(o) "if, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO, In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H— 2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved."

PROOF OF RIGHT TO WORK: All workers under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

AGRICULTURAL WORK AGREEMENT (ETA 790/ATTACHMENTS): A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 50-60 of which 8 will be H-2A workers for which certification is requested, an additional 32 will be H-2A workers under a prior certification (H-300-15364-912637), and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions and worker availability.

FIFTY PERCENT RULE: From the time the foreign workers depart for the employer's place of employment the employer must provide employment to any qualified, eligible U.S. worker who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the application for temporary employment certification under which the foreign workers who is in the job was hired. UNLESS the employer has requested a small business exemption to the 50 percent rule and the waiver was granted by the DOL Certifying Officer.

OTHER: The employer agrees to abide by the regulations at 20 CFR 655. 135 Assurances and 20 CFR.653.501.

20 CFR 655.135(e) The employer must comply with all applicable Federal, State and local laws and regulations, including health and safety laws.

Variable weather conditions apply; hours may fluctuate (+/-), possible downtime and/or OT. Employer will comply w/ applicable Federal, State, local laws pertaining to OT.DOE Reasonable repair cost intentional damage deducted from workers' pay. Employer will furnish the worker on or before each payday worker's hours & earnings statements. Earnings records & statements will be available upon request of the worker or worker representative. Workers who voluntarily abandon employment or are terminated for cause & where employer provides timely notification to NPC- DHS, will relieve the employer for subsequent transportation & subsistence costs & the 3/4 guarantee. Employer may terminate work contract where services are no longer required for reasons beyond employer's control due to fee, weather, or other Acts of GOD (Whether such an event constitutes a contract impossibility will be determined by the GO); & the assurance that 3/4 guarantee will be provided between the start & termination dates, make efforts to transfer worker to other comparable work acceptable to the worker, & if transfer is not viable, provide outbound transport & subsistence. Worker will be provided a copy of the work contract, including modifications, on the day work commences or as soon as practically possible. 1st week wage guarantee: \$385. Employer is obligated to pay worker(s) for any costs incurred by worker for transport-daily subsistence to the employer's place of employment.

The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health, and safety, farm labor contractor registration and other employment- related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 797650

2. NAME OF EMPLOYER: Red Suns Farm LLC

3. LOCATION OF EMPLOYER AND DIRECTIONS
5400 International Blvd
Dublin, VA 24084

4. PERIOD OF EMPLOYMENT:
FROM 06/18/2016 to 12/29/2016

5. WORK SCHEDULE:
HOURS PER DAY 7 DAYS PER WEEK 6

6. CROP AND PAY:
CROP: tomatos
HOURLY WAGE: \$11.00
PIECE RATE:

7. WORK TASKS TO BE PERFORMED:
Able to support the launch of new high tech hydroponic / organic greenhouses. Duties: must have knowledge of dripped irrigation systems, fertilizer mixing systems high wire plant support systems, plant care and cultivation and harvesting techniques and control of plant diseases and pests.

8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
Yes

9. HOUSING CAN ACCOMMODATE 40 PERSONS
40 INDIVIDUAL
0 FAMILY

10. MEALS:

PROVIDED: NO

IF YES: COST PER DAY _____
(See item 13 in Job Order)

WORKERS MAY DO THEIR OWN COOKING

YES

11. DEDUCTIONS.

| TYPE | AMOUNT |
|-----------------|---------------|
| SOCIAL SECURITY | <u>XXXXXX</u> |
| INCOME TAX | <u>XXXXXX</u> |
| TRANSPORTATION | <u>NONE</u> |

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO

1. NUMERO DE LA ORDER: 797650

2. NOMBRE DEL EMPLEADOR: Red Suns Farm LLC

3. LUGAR Y DIRECCION DEL EMPLEADOR:
5400 International Blvd
Dublin, VA 24084

4. PERIODO DE EMPLEO:
DEL 06/18/2016 al 12/29/2016

5. HORARIO DE TRABAJO:
HORAS POR DIA 7 NUMERO DE DIAS POR SEMANA 6

6. COSECHA Y PAGO
COSECHA tomates
SUELDO POR HORA \$11.00
PAGA POR UNIDAD:

7. LABORES A DESEMPEÑAR EN EL TRABAJO:
Capaz de apoyar el lanzamiento de nuevos de alta tecnología invernaderos hidropónicos / orgánicos. Deberes: deben tener conocimiento de los sistemas de riego goteado, sistemas de sistemas de mezcla de fertilizantes de alta alambre de soporte de plantas, cuidado de las plantas y las técnicas de cultivo y de cosecha y el control de enfermedades de las plantas y plagas.

8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMIENTO TIASTA LOS LUGAR M DE TRABAJO Y VUELTA: SI

9. VIVENDA DISPONIBLE PARA 40 PERSONAS:
40 INDIVIDUOS
0 FAMILIAS

10. COMIDAS:

PROVISTAS: NO

SI SON PROVISTAS, EL COSTO POR DIA SERA SI _____ (Vea Num. 13 en la Orden de Trabajo)

LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: SI

11. DEDUCCIONES:

| CLASE | CANTIDAD |
|--------------------------|---------------|
| SEGURO SOCIAL | <u>XXXXXX</u> |
| IMPUESTOS SOBRE INGRESOS | <u>XXXXXX</u> |

TOOLS & EQUIPMENT NONE

CREWLEADER CHARGES NONE

12. NOTES TO WORKERS

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by 06/06/2016.

In order for you to be eligible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION
192 East Bristol Road
Bristol Va 24202
276-466-2206

During the period of 06/07/16 to 06/13/16
Any Job Service office will assist you in doing this.

TRANSPORTACION NO

HERRAMIENTAS Y MAQUINARIA NO

SUMA COBRADA POR EL
CONTRATISTA DE TRABAJADORES
AGRICOLAS NO

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ha garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificacion sen a nas tardar el 06/06/2016.

Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleos en el:

VIRGINIA EMPLOYMENT COMMISSION
192 East Bristol Road
Bristol, Va 24202
276-466-2206

Durante el periodo el 06/07/16 al 06/13/2016
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

PULASKI COUNTY
COMMUNITY SERVICES

STATEWIDE HUMAN SERVICES INFORMATION REFERRAL
1-800-230-6977

PULASK COUNTY DEPARTMENT OF HEALTH
170 4TH STREET NW
PULASKI, VA 24301
(540) 440-2188

PULASKI COUNTY DEPARTMENT OF SOCIAL SERVICES
53 COMMERCE STREET
PULASKI, VA 24301
(540) 980-7995

HOTLINE AND CRISIS
C.D.C. NATIONAL AIDS HOTLINE
TOOL FREE (24 HOURS) 1-800-342-2437
SIDA (IN SPANISH) 1-800-344-7432

EMERGENCY SERVICES

DUBLIN FIRE DEPARTMENT
9-1-1
ALL OTHER INQUIRIES
(540) 674-6890

DUBLIN POLICE DEPARTMENT
9-1-1
ALL OTHER INQUIRIES
(540) 674-5167

STATE POLICE
(540) 643-2560

PULASKI SHERIFF DPT
(540) 994-8667

HOSPITAL

PULASKI COUNTY HOSPITAL
2400 LEE HIGHWAY
PULASKI, VA 24301
(540) 994-8100

LEGAL ASSISTANCE

VIRGINIA JUSTICE CENTER FOR MIGRANT AND SEASONAL FARMWORKERS
1000 PRESTON AVE, SUITE A
CHARLOTTESVILLE, VA 22903 1-800-763-7